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No. 01-695

In The

Supreme Court of the United States

IRWIN MORTGAGE CORPORATION,

Petitioner,

v.

JOHN ROBERT CULPEPPER, PATRICIA STARNES CULPEPPER, on Behalf of Themselves and All Others Similarly Situated, and BEATRICE N. HIERS, Individually and as a Representative of a Class of Similarly Situated Individuals,

Respondents.

On Petition For A Writ Of Certiorari To The United States Court Of Appeals For The Eleventh Circuit

MOTION FOR LEAVE TO FILE BRIEF AND BRIEF OF *AMICI CURIAE* MORTGAGE BANKERS ASSOCIATION OF AMERICA AND AMERICA'S COMMUNITY BANKERS IN SUPPORT OF PETITIONER

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MOTION FOR LEAVE TO FILE AMICI CURIAE BRIEF IN SUPPORT OF PETITIONER

The Mortgage Bankers Association of America ("MBA") and America's Community Bankers ("ACB") respectfully move this Court, pursuant to Rule 37.2(b), for leave to file the accompanying brief as amici curiae in this case in support of the petition for a writ of certiorari. In support of this motion, the MBA and ACB state:

1. Petitioner, Irwin Mortgage Corporation, has consented to the filing of the brief.

2. Respondents, John R. Culpepper, Patricia S. Culpepper, and Beatrice N. Hiers, by counsel, do not consent to the filing of the brief.

3. The MBA and ACB are two of the nation's largest associations of mortgage lenders, and their members are vitally interested in this case, as set out in the brief submitted with this motion. The MBA and ACB directly participated in the consultative process leading to the issuance by the Department of Housing and Urban Development ("HUD") of a formal interpretation of the legality of the practice at issue. That pronouncement, its interpretation by the court below, and HUD's subsequent clarification are central to the petition. The MBA and ACB believe that their industry experience generally, and their specific involvement in HUD's efforts to articulate the governing legal standard in cases involving yield

spread premiums on residential mortgages, offer a unique perspective that will aid the Court.

Respectfully submitted,

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INTEREST OF AMICI CURIAE

The Mortgage Bankers Association of America ("MBA") is a non-profit corporation headquartered in Washington, D.C. The MBA is the primary national trade association devoted exclusively to the field of mortgage and real estate finance. Mortgage banking firms make up the largest portion of the MBA's membership of 2,800 organizations engaged in originating, financing, selling, and servicing mortgages on residential and commercial properties.

America's Community Bankers ("ACB") is an independent national trade association that represents the nation's community banks of all charter types and sizes. ACB's members historically are primarily home mortgage lenders.

In 2001, mortgage lenders anticipate making $2 trillion in residential mortgages. Accordingly, the membership of the MBA and ACB (collectively "Amici") is vitally interested in the interpretation and application of the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. §§ 2601-2617. Specifically, Amici's membership is interested in the proper and consistent application of RESPA to the payment of yield spread premiums, and in avoiding needless litigation.

Amici support and endorse the arguments made by petitioner Irwin Mortgage Corporation ("Irwin") in its petition for a writ of certiorari.[1] Amici urge the Court to

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[1] Pursuant to Supreme Court Rule 37.6, the MBA and ACB certify that no counsel for a party authored any part of this brief,

grant the petition, vacate the judgment below, and remand to the Eleventh Circuit Court of Appeals to reconsider its decision in light of the Department of Housing and Urban Development's ("HUD") intervening 2001 Policy Statement,[2] which explicitly rejected the decision below, and clarified the governing test for liability in these cases. The Eleventh Circuit's decision in *Culpepper v. Irwin Mortgage Corp.*, 253 F.3d 1324 (11th Cir. 2001) (*"Culpepper III"*), is contrary to over 50 district court decisions denying class certification in these cases, and will lead to inconsistent determinations under the same federal statute regarding the legality of a nationwide practice. As a consequence, *Culpepper III* creates the risk of catastrophic industry liability, and threatens to eliminate from the marketplace yield spread premiums and the critically important role they play in promoting home ownership.

SUMMARY OF ARGUMENT

Properly understood, yield spread premiums are a perfectly legitimate mechanism by which borrowers may choose to finance some or all of the compensation owed

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and no person or entity other than the MBA, ACB, and their members (not including Irwin) made a monetary contribution to the preparation or submission of the brief.

[2] Real Estate Settlement Procedures Act Statement of Policy 2001-1: Clarification of Statement of Policy 1999-1 Regarding Lender Payments to Mortgage Brokers, and Guidance Concerning Unearned Fees Under Section 8(b), 66 Fed. Reg. 53052-53059 (Oct. 18, 2001) (the "2001 Policy Statement").

to their mortgage broker for the admittedly valuable services the broker performs, in exchange for a slightly higher interest rate. For those borrowers who cannot otherwise pay the broker's compensation out of their own pocket, yield spread premiums represent an essential tool for obtaining otherwise unavailable home loans.

In the past seven years, approximately 200 putative nationwide class actions challenging the payment of yield spread premiums as violative of Section 8 of RESPA have inundated the nation's courts. Over 80 of those cases are still pending in district courts – most of which are heavily concentrated in the Eleventh Circuit.[3] In response, Congress specifically directed HUD, the agency generally charged with the interpretation of RESPA, to eliminate legal uncertainty in this area by issuing a clarifying policy statement regarding the legality of yield spread premiums. HUD then engaged in an intensive consultative process with a broad range of consumer groups, industry representatives – including the MBA and ACB – and other government agencies. 64 Fed. Reg. at 10084. These efforts culminated in HUD's 1999 Policy Statement[4], which set forth what HUD intended to be the binding test for RESPA liability in these cases.

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[3] Attached as Appendix A is a graphic representation of those putative nationwide class challenges to yield spread premiums under RESPA pending in district courts. As noted in Irwin's petition, both the Eighth and the Ninth Circuit Courts of Appeals are considering appeals in these cases.

[4] Real Estate Settlement Procedures Act (RESPA) Statement of Policy 1999-1 Regarding Lender Payments to Mortgage Brokers, 64 Fed. Reg. 10080-10087 (March 1, 1999).

The *Culpepper III* decision found a passage in HUD's 1999 Policy Statement "ambiguous," and fashioned an entirely new liability standard that departs in numerous material respects from the statute, implementing regulations, and HUD's authoritative interpretations. The theories advanced by respondents below and accepted by the Eleventh Circuit impose classwide liability based on the elements that define all yield spread premiums. If accepted, these theories would eliminate altogether yield spread premiums and the critical financing options they provide.

HUD has taken a fundamentally different view of the utility and legality of yield spread premiums. The 2001 Policy Statement was issued in relevant part to respond directly to *Culpepper III*, and HUD expressly rejects each of the Eleventh Circuit's bases for RESPA liability. Remanding to the Eleventh Circuit for reconsideration in light of the 2001 Policy Statement is especially appropriate in these circumstances, given the need for clarity and national uniformity that Congress, lenders, brokers, and borrowers all demand.

ARGUMENT

I. THE DECISION BELOW THREATENS TO ELIMINATE A FINANCING TOOL THAT FOSTERS HOME OWNERSHIP.

A. HUD, CONSUMERS, AND INDUSTRY AGREE THAT YIELD SPREAD PREMIUMS BENEFIT AND EXPAND THE AVAILABILITY OF HOME LOANS.

Amici share Irwin's view that yield spread premiums allow borrowers to finance some or even all of the up front costs they would otherwise have to pay to obtain a loan. So used, yield spread premiums enable borrowers to trade off up front closing costs for incrementally higher interest rates to best suit their individual financial circumstances and preferences.

Long aware of the practice and its potential benefits, HUD has now confirmed the validity of Irwin's and Amici's perspective on the utility of yield spread premiums, a view HUD also confirms is shared by consumers as well.[5] HUD's 2001 Policy Statement concisely summarizes the uses of yield spread premiums as follows:

> One of the primary barriers to homeownership and homeowners' ability to refinance and lower their housing costs is the up front cash needed

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[5] Before formulating the 1999 and 2001 Policy Statements, HUD consulted with consumer groups, the lending industry, and government agencies. 64 Fed. Reg. 10084; 66 Fed. Reg. 53052; HUD News Release No. 01-105 (Oct. 15, 2001), *available at* http://www.hud.gov/news/release.cfm?content=pr01-105.cfm.

to obtain a mortgage. The closing costs and origination fees associated with a mortgage loan are a significant component of these up front cash requirements. Borrowers may choose to pay these fees out of pocket, or to pay the origination fees, and possibly all the closing fees, by financing them; *i.e.*, adding the amount of such fees to the principal balance of their mortgage loan. The latter approach, however, is not available to those whose loan-to-value ratio has already reached the maximum permitted by the lender. **For those without the available cash, who are at the maximum loan-to-value ratio, or who simply choose to do so, there is a third option. This third option is a yield spread premium.**

Yield spread premiums permit homebuyers to pay some or all of the up front settlement costs over the life of the mortgage through a higher interest rate. Because the mortgage carries a higher interest rate, the lender is able to sell it to an investor at a higher price. In turn, the lender pays the broker an amount reflective of this price difference. The payment allows the broker to recoup the up front costs incurred on the borrower's behalf in originating the loan. Payments from lenders to brokers based on the rates of borrowers' loans are characterized as "indirect" fees and are referred to as yield spread premiums.

A yield spread premium is calculated based upon the difference between the interest rate at which the broker originates the loan and the par, or market, rate offered by a lender. **The Department believes, and industry and consumers agree, that a yield spread premium can be a**

> **useful means to pay some or all of a borrower's settlement costs.** In these cases, lender payments reduce the up front cash requirements to borrowers. In some cases, borrowers are able to obtain loans without paying any up front cash for the services required in connection with the origination of the loan. Instead, the fees for these services are financed through a higher interest rate on the loan. **The yield spread premium thus can be a legitimate tool to assist the borrower. The availability of this option fosters homeownership.**

66 Fed. Reg. 53053-54 (emphasis added).

Consistent with this perspective on how yield spread premiums can afford borrowers a valuable financing option, the MBA has taken a leadership role in creating model, voluntary, and supplemental borrower disclosures for its members to use. These disclosures further explain to borrowers the choices they have to compensate their broker – through direct payments, yield spread premiums financed through higher interest rates, or some combination of the two – and encourage borrowers to negotiate the arrangement which best suits their particular financial needs. While recognizing that such additional disclosures are not required under RESPA, HUD has commended and encouraged the MBA's efforts. 64 Fed. Reg. at 10087.

B. THE 2001 POLICY STATEMENT ILLUSTRATES HOW *CULPEPPER III*, IF ALLOWED TO STAND, WOULD MAKE YIELD SPREAD PREMIUMS PER SE ILLEGAL.

HUD's explanation of the lawful and beneficial use of yield spread premiums is entirely irreconcilable with *Culpepper III*. The Eleventh Circuit's analysis would have legality turn on facts inherent in all yield spread premiums. More specifically, the decision below permits liability to rest on:

- An analysis of the first step of HUD's two-part test, and of the yield spread premium in isolation from the broker's total compensation;
- The lender's intent in making the payment;
- The fact that yield spread premiums are paid only on "above par" loans, as reflected on rate sheets; and
- The fact that the lender may not know all the goods, services, or facilities the broker provides.

Recognizing the import of *Culpepper III*, the 2001 Policy Statement made it abundantly clear that HUD expressly "disagrees with the judicial interpretation regarding Section 8 of RESPA and the 1999 Statement of Policy" found in *Culpepper III*. 66 Fed. Reg. 53054-55. HUD elaborates, for example, by stating:

> It is HUD's position that neither Section 8(a) of RESPA nor the 1999 Statement of Policy supports the conclusion that a yield spread premium can be presumed to be a referral fee based solely upon the fact that the lender pays the

> broker a yield spread premium that is based upon a rate sheet, or because the lender does not have specific knowledge of what services the broker has performed.

66 Fed. Reg. 53055. Underscoring the way in which *Culpepper III*'s theories of liability would, if accepted, render all yield spread premiums *per se* illegal, HUD further notes that "[y]ield spread premiums are by definition derived from the interest rate." *Id.*

HUD similarly explains that a lender's use of rate sheets "does not indicate whether a particular yield spread premium is a payment for goods and facilities actually furnished or services actually performed . . . " *Id.* The legality of yield spread premiums "cannot be determined by the use of a rate sheet . . . " *Id.*

The 2001 Policy Statement also properly rejects the "lender intent controls" line of reasoning in *Culpepper III*. 66 Fed. Reg. 53054. HUD properly interprets RESPA to focus on how the yield spread premium is actually used, not on the lender's alleged reason for the payment. That construction is particularly reasonable because Section 8(a) makes both payee (the broker) and payor (the lender) equally liable for a referral fee.[6] 12 U.S.C. §§ 2607(a) and (d)(2). The liability of each turns ultimately on precisely the same inquiry – was the payment for goods, services, or facilities? *Id.* § 2607(c)(2). If the broker uses the yield spread premium to pay for his services, the payment is

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[6] Although *Culpepper III* characterized as "bizarre" the liability test advanced by HUD because it would make the lender's liability turn on the broker's conduct, under *Culpepper III*, broker liability turns on the *lender's* intent.

admittedly payment for services, and the broker is not liable. *Id.* The statute does not permit the lender in the same transaction to be treated any differently.

Moreover, RESPA has always been concerned with the ultimate use and impact of the payment. *See* 12 U.S.C. § 2601 (RESPA designed to curtail "unnecessarily high settlement charges caused by" referral fees). Accordingly, HUD's analysis begins by describing how yield spread premiums can allow borrowers to lower their up front costs.[7] For the same reason, both the 1999 and 2001 Policy Statements emphasize the important role borrower-broker negotiations play in the legitimate use of yield spread premiums. *See, e.g.*, 64 Fed. Reg. 10087 (borrower disclosure and agreement relevant to whether fee is for services); 66 Fed. Reg. 53056. HUD's test recognizes that, regardless of the alleged reason a lender pays the yield spread premium, if the broker actually uses it to pay the very same costs otherwise paid directly by the borrower, those closing costs have not increased and RESPA's purpose has been achieved. Once again, HUD's construction is fundamentally at odds with *Culpepper III*.

In *Culpepper III*, the court stated that it was not articulating a *per se* rule of liability because, under its analysis, lender compensation would be lawful if it "bore the hallmarks of a fee-for-service exchange." *Culpepper III*, 253 F.3d at 1331. The only such example provided by the court was a payment pursuant to a broker's invoice. *Id.*

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[7] Yield spread premiums can actually save borrowers hundreds of dollars where the borrower refinances the loan before "repaying" the yield spread premium through marginally higher monthly interest payments.

Leaving aside questions about whether such an analysis avoids *per se* liability only by essentially redefining yield spread premiums, or whether such a regime could practically or lawfully be implemented given other regulatory constraints facing lenders and brokers, what is clear is that invoicing plays absolutely no role in HUD's analysis, and for good reason. Nothing in RESPA or its regulations creates a preference for one method of paying for services (*i.e.*, by itemized invoice) over another (*i.e.*, by commission). If the payment was *for* services, no matter how made, Congress made it abundantly clear that it cannot be construed as prohibited. 12 U.S.C. § 2607(c)(2).

The assumptions *Culpepper III* made about the form that lawful payments for broker services would take are unsupported and depart from actual practice. In fact, respondents and other plaintiffs in these cases vigorously assert that their payment to the brokers was compensation *for* the brokers' services. Yet such plaintiffs are not given any accompanying invoice. Instead, like lenders, borrowers typically compensate brokers on a commission basis – as a percentage of the loan amount. 64 Fed. Reg. 10081. HUD correctly determined that such compensation methods qualify as "payment for services" when used by lenders just as much as when used by borrowers. Given its oversight of an industry where commission-based compensation is common (*e.g.*, realtors), HUD's peculiar expertise in deciphering when yield spread premiums bear "the hallmarks of a fee-for-service exchange" should be respected.

HUD issued the 2001 Policy Statement, in relevant part, for the express purpose of refuting *Culpepper III* and

thereby clarifying its position on the proper interpretation of RESPA and the 1999 Policy Statement. 66 Fed. Reg. 53052. HUD's position is reasonable, and irreconcilable with *Culpepper III*'s interpretations of the test for liability upon which respondents' theories depend.

II. UNLESS RECONSIDERED, *CULPEPPER III* WILL CONTINUE TO CREATE PRECISELY THE TURMOIL CONGRESS SOUGHT TO AVOID.

After hearing testimony on the proliferation of yield spread premium class actions in 1998,[8] Congress expressed concern about the "legal uncertainty" surrounding the test for liability in these cases, particularly in light of the fact that "Congress never intended payments by lenders to mortgage brokers for goods or facilities actually furnished or for services actually performed to be violations of [Section 8 of RESPA]." H.R. CONF. REP. No. 105-769 (1998), *reprinted in* 1998, U.S.C.C.A.N. 539, 568. Congress then specifically "direct[ed]" HUD to issue a "policy statement" in order "to clarify its position" and provide "guidance to . . . the courts." *Id.*

The 1999 Policy Statement represented HUD's congressionally mandated effort to promote national uniformity on the legality of yield spread premiums under existing law. Amici's members, especially those who had faced years of costly litigation in these cases, justifiably

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[8] *See* Reform of the Real Estate Settlement Procedures Act (RESPA) and the Truth in Lending Act (TILA): Hearing Before the House Comm. on Banking and Fin. Servs., 105th Cong. at 22-28, 50, 275 (July 22 and Sept. 16, 1998).

relied on the 1999 Policy Statement as having finally eliminated litigable issues relating to the governing standard for liability. Indeed, district courts overwhelmingly agreed, and interpreted the 1999 Policy Statement to articulate the two-part test Irwin advocated below.

By finding the 1999 Policy Statement ambiguous, and formulating a legal test entirely separate from the one advanced by HUD, *Culpepper III* has plunged lenders, brokers, consumers, and courts into the same chaotic state that led Congress to direct HUD to act in the first place. A new wave of over 40 nationwide class actions challenging yield spread premiums under RESPA were filed in the immediate aftermath of *Culpepper III*. Over 80 putative class actions are still pending in district courts around the country, with a particularly heavy concentration in the Eleventh Circuit.[9] The risk of inconsistent determinations on the solitary federal statute at issue in these cases is very real. Already, several district courts outside the Eleventh Circuit have refused to follow *Culpepper III*'s RESPA liability analysis, according HUD's Policy Statements deference instead. *Bjustrom v. Trust One Mortgage Corp.*, No. C-001166P, 2001 U.S. Dist. LEXIS 17890 (W.D. Wash. Oct. 26, 2001); *Vargas v. Universal Mortgage Corp.*, No. 01 C 0087, 2001 U.S. Dist. LEXIS 19635 (N.D. Ill. Nov. 29, 2001). The specter remains that district courts within the Eleventh Circuit, including the one before which the instant case now resides, will feel more constrained to depart from *Culpepper III*.

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[9] *See* Appendix A.

Inconsistency in the governing legal standard is particularly problematic for Amici's members. Most wholesale lenders make loans in a variety of geographic regions, and a large number have truly nationwide operations. There are many lenders who have already successfully defended prior RESPA challenges to their payment of yield spread premiums, typically at costs ranging in the hundreds of thousands of dollars. Many of these same mortgage lenders are already facing, and many others soon may face, renewed litigation in the Eleventh Circuit where they may be subject to the very different liability standards of *Culpepper III*. This threat alone has required individual lenders to give serious consideration to halting or geographically limiting the practice of offering yield spread premiums, despite its admitted consumer benefits.

III. PLENARY REVIEW IS ALSO FULLY JUSTIFIED IN LIGHT OF ELEMENTARY FLAWS IN *CULPEPPER III*'S CONSTRUCTION OF HUD'S TEST.

In other significant respects, the decision in *Culpepper III* violates the cardinal principle of statutory construction that one must give effect, where possible, to every clause. This Court has cautioned: "Over and over we have stressed that 'in expounding a statute, we must not be guided by a single sentence or member of a sentence, but look to the provisions of the whole law.' " *United States Nat'l Bank v. Independent Ins. Agents, Inc.*, 508 U.S. 439, 455 (1993) (quotation omitted). "[I]solated words or sentences" are not "a reliable guide for discovery of a statute's meaning." *Id.* (quotation omitted). Thus, a court may not adopt an interpretation because it is plausible

when a clause is examined "in isolation." *Davis v. Michigan Dep't of Treasury*, 489 U.S. 803, 809 (1989). This rule of statutory construction applies with equal force to agency pronouncements. *See Wright v. Director, Fed. Emergency Mgmt. Agency*, 913 F.2d 1566, 1572 (11th Cir. 1990) (applying rule of statutory construction to agency regulation).

There is no one section in the 1999 Policy Statement that recites HUD's test. Rather, various articulations of the two-part test are found throughout. In construing the first prong of the HUD test, *Culpepper III* erroneously fixed on a single isolated phrase in the 1999 Policy Statement – whether "services were actually performed *for* the compensation paid," 64 Fed. Reg. at 10084 (emphasis added) – and construed it to mean "that the first step in the test for liability under § 8 is not only whether the broker performed some of the services described in the HUD Statement, but also whether the yield spread premium is payment for those services." *Culpepper III*, 253 F.3d at 1331.

That construction is impossible to reconcile with the remainder of the 1999 Policy Statement. Although HUD initially states: "the first question is whether goods or facilities were actually furnished or services were actually performed for the compensation paid," 64 Fed. Reg. 10084, HUD then immediately clarifies the limited scope of this first inquiry (*i.e.*, that it asks *only* whether goods or facilities *were furnished*, or whether services *were performed*) by going on to state:

> **The fact that goods or facilities have been actually furnished or that services have been actually performed by the mortgage broker does**

> **not by itself make the payment legal.** The **second question** is whether the payments are reasonably related to the value of the goods or facilities that were actually furnished or services that were actually performed.

64 Fed. Reg. 10084 (emphasis added). HUD later reiterates the same point:

> **The fact that goods or facilities have been actually furnished or that services have been actually performed by the mortgage broker . . . does not by itself make a payment by a lender to a mortgage broker legal.** The next inquiry is whether the payment is reasonably related to the value of the goods or facilities that were actually furnished or services that were actually performed.

64 Fed. Reg. 10085-86 (emphasis added). The *Culpepper III* analysis of the first prong of HUD's test makes no mention of these repeated admonitions from HUD regarding how the test is properly applied. Instead, emanating as it does from an isolated clause, the *Culpepper III* reading of HUD's test is incompatible with the language of the 1999 Policy Statement as a whole.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

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APPENDIX A

Pending Yield Spread Premium Class Actions by Federal Judicial Circuit*

*Pending class actions against mortgage bankers challenging the payment of yield spread premiums

Pending Yield Spread Premium Class Actions

Alexander v. America's Wholesale Lender	3:01CV7342 (N.D. Ohio)
Allen v. Fleet Mortgage Corp.	97-DV0065 MJL (E.D.N.Y.)
Alvarez v. American General Finance, Inc.	1:01CV4648 (N.D. Ill.)
Andrews v. Temple Inland Mortgage Corp.	0:00CV1999 (D. Minn.)
Auron v. Standard Federal Bank	98-CV-758 (D. Minn.)
Barnes v. Norwest Mortgage, Inc.	4:98-CV-9 (JRE) (M.D. Ga.)
Beggs v. Irwin Mortgage Corp.	1:01CV2205 (N.D. Ala.)
Bennett v. Saxon Mortgage	98-913 JO (D. Or.)
Bjustrom v. Trust One Mortgage Corp.	C00-1166 (W.D. Wash.)
Briggs v. Countrywide Funding Corp.	95-D-859-N (M.D. Ala.)
Brigham v. North American Mortgage Co.	4:98-CV-10 (JRE) (M.D. Ga.)
Cedeno v. Fieldstone Mortgage Co.	01C5110 (N.D. Ill.)
Chandler v. Hilton Mortgage Corp.	94-CV-01418 (M.D. Ala.)
Claiborne v. Bank of America Corp.	1:01CV2235 (N.D. Ill.)
Costa v. SIB Mortgage Corp.	01CIV7040 (S.D.N.Y.)
Crowell v. ABN AMRO Mortgage Group, Inc.	01-2165 (C.D. Ill.)

Culpepper v. Inland Mortgage Corp.	2:96CV917 (N.D. Ala.)
Davis v. First Union Mortgage Corp.	99-1494 (S.D. Fla.)
Dennison v. New Freedom Mortgage Corp.	01-4191 (S.D. Fla.)
Dominguez v. Alliance Mortgage Co.	01C7213 (N.D. Ill.)
Dresslar v. FT Mortgage Co.	9:98-CV-11 (JRE) (M.D. Ga.)
Dujanovic v. Mortgage-america, Inc.	2:98-CV-235 (N.D. Ala.)
Empalmado v. First Franklin Financial Corp.	1:01CV1117 (N.D. Ill.)
Farr v. First Horizon Home Corp.	3:01CV1726 (N.D. Tex.)
Galbrecht v. Union Planters Bank. NA	2:01CV2268 (N.D. Ala.)
Gardner v. First Franklin Financial Corp.	4:01CV427-WS (N.D. Fla.)
Geraci v. Homestreet Bank	C01-1465Z (W.D. Wash.)
Glover v. Standard Federal Bank	97-2068 ADM/AJB (D. Minn.)
Gonzalez v. GN Mortgage Corp.	1:01CV4369 (N.D. Ill.)
Grant v. Innovative Mortgage Co., Inc.	94 CV 01599 (M.D. Ala.)
Grimes v. Fleet Mortgage Corp.	2:98-CV-234 (N.D. Ala.)
Guillen v. Fieldstone Mortgage	01C6179 (N.D. Ill.)

Hall v. Crossland Mortgage Corp.	2:01CV225 (N.D. Ala.)
Harris v. Meritage Mortgage Corp.	99CV2345 (N.D. Ala.)
Heam v. Washtenaw Mortgage Co.	4:98-CV-78 (M.D. Ga.)
Heimmermann v. First Union Mortgage Corp.	CV-98-J-2357-NW (N.D. Ala.)
Heirs v. Irwin Mortgage Corp.	2:98CV2187 (N.D. Ala.)
Hirsch v. BankAmerica Corp.	1:98-CV-1032 (ODE) (N.D. Ga.)
Hunter v. Equicredit Corp.	4:01CV393-RH (N.D. Fla.)
Jackson v. Long Beach Mortgage Co.	1:01CV1123 (N.D. Ill.)
Jacobs-Allender v. Wells Fargo Home	1:01CV2690 (D. Md.)
Johnson v. Equicredit Corp. of America	01C5197 (N.D. Ill.)
Jones v. Mical Mortgage, Inc.	4:98-CV-12 (JRE) (M.D. Ga.)
Kolle v. SBG Corp.	1:01CV5708 (N.D. Ill.)
Krest v. Equicredit Corp. of America	C301-275 (S.D. Ohio)
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McBride v. Reliastar Mortgage Corp.	1:98-CV-215 JEC (N.D. Ga.)
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Michalowski v. Flagstar Bank, FSB	1:01CV6095 (N.D. Ill.)
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Ngo v. New Century Mortgage Corp.	1:01-CV-2997 (N.D. Ga.)
Olson v. Equicredit Corp.	01-30 119-MAP (D. Mass.)
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Richter v. Banc One Mortgage Corp.	97CV02195 (D. Ariz.)
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